

STATE OF HAWAII
STATE PROCUREMENT OFFICE
HONOLULU, HAWAII

LEGAL AD DATE: April 17, 1998

INVITATION FOR BIDS

NO. IFB-98-157-O

SEALED BIDS

FOR

FURNISHING AND DELIVERING

RESILIENT FLOOR TILE, COVE BASE AND ADHESIVES

DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
CENTRAL SERVICES DIVISION

will be received up to and opened at 2:00 p.m. (HST)

on

May 1, 1998

in the State Procurement Office, Kalanimoku Building, 1151
Punchbowl Street, Room 416, Honolulu, Hawaii 96813.

Questions relating to this bid solicitation may be
directed to Caroldynne Yamashita, telephone (808) 586-0566,
facsimile (808) 586-0570.

ROBERT J. GOVERNS, CPPB
Procurement Officer

RESILIENT FLOOR TILE, COVE BASE AND ADHESIVES
FOR
DEPT. OF ACCOUNTING AND GENERAL SERVICES
CENTRAL SERVICES DIVISION
IFB-98-157-O

Procurement Officer
State Procurement Office
State of Hawaii
Honolulu, Hawaii 96813

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Terms and Conditions dated September 1, 1995 by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof.

The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Date: _____

Respectfully submitted,

Telephone No.: _____

Fax No.: _____

Exact Legal Name of Offeror

Payment address, if other than
street address at right:

Authorized Signature (Original)

Title

Hawaii General Excise Tax Lic.
I.D. No.: _____

Street Address

Social Sec. or Federal I.D. No.: _____

City, State, Zip Code

If offeror shown above is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the contract, if awarded, will be executed:

Offeror is: ____ Individual ____ Partnership ____ Corporation ____ Joint
Venture

State of incorporation: Hawaii _____ *Other _____

*If "other", is corporate seal available in Hawaii? ____ Yes ____ No

The following bid is hereby submitted to furnish and deliver Resilient Floor Tile, Cove Base, and Adhesives as specified herein.

<u>Item</u>	<u>Description</u>	<u>Qty.</u>	<u>Unit of Issue</u>	<u>Unit Price</u>	<u>Total Bid Price</u>
1.	Resilient Floor Tiles	1,500	Carton	\$_____	\$_____
2.	Rubber Cove Base	2,500	Pieces	_____	_____
3.	Adhesive for Resilient Floor Tiles (Item 1)	75	Pails	_____	_____
4.	Adhesive for Cove Base (Item 2)	25	Pails	_____	_____
TOTAL SUM BID PRICE (Items 1 - 4):					\$_____

BRAND NAME(S) AND MODEL NUMBERS OFFERED:

1. _____
Manufacturer's Address: _____
2. _____
Manufacturer's Address: _____
3. _____
Manufacturer's Address: _____
4. _____
Manufacturer's Address: _____

Offeror: _____

Bidder shall furnish the following information:

1. Business firm and/or government agencies to whom he has sold Resilient Floor Tile, Cove Base and Adhesives (the identical supplies specified herein):

Firm or Agency

Contact Person

Phone No.

a. _____

b. _____

c. _____

2. Contractor's Representative: _____

Telephone No.: _____ Facsimile No.: _____

Offeror: _____

SPECIFICATIONS

Specifications for Resilient Floor Tile.

1. Asbestos Prohibition: All materials shall be asbestos-free.
2. Vinyl Composition Tile.
3. Size: 12" x 12" x 1/8 ".
4. Packaging: 45 tiles per carton.
5. Meets requirements of Federal Specification SS-T-312B (1), Type IV, Composition 1 and ASTM F1066, Composition 1 (non-asbestos formulated), Class 2 (through pattern tile).

To be Armstrong Imperial Texture Standard Excelon Vinyl Composition Tile, Taupe, Stock No. 51901 or equal.

Specifications for Rubber Cove Base.

1. Thermal-Set Rubber Base shall be molded, vulcanized rubber base manufactured of first quality rubber components, no reclaimed rubber.
2. Size:
1/8 inch thickness x 4 inch height x 4 feet length
3. Meets Federal Specifications SS-W-40a Type I, Styles A & B and ASTM E84 Class B rating with smoke density of 150-200.

To be Burke Rubber Cove Base, Mocha, Stock No. 597P or equal.

Specifications for Adhesive for Resilient Floor Tile.

1. Brush-on, roll-on or trowel-on adhesive for vinyl composition tiles.
2. Cream colored, latex-resin formula dries to a clear film.
3. Solvent Free.
4. Zero VOC Content.
5. Low odor - no ammonia.
6. Size: 3-1/2 gallon.
7. Non-flammable in wet state.

To be Henry 430 Floor Tile Adhesive, Clear Thin-Spread or equal.

Specifications for Adhesive for Rubber Cove Base.

1. Acrylic latex.
2. Color: White.
3. Solvent Free.
4. Zero VOC Content.
5. Low odor - no ammonia.
6. Size: 3-1/2 gallon
7. Non-flammable in wet state.

To be Henry 595 White Acrylic Cove Base Adhesive, Acrylic Latex Bright White Color or equal.

SPECIAL PROVISIONS

SCOPE

The furnishing and delivering of Resilient Floor Tile, Cove Base and Adhesives for the Department of Accounting and General Services, Central Services Division, shall be in accordance with these Special Provisions, the attached Specifications, and the General Terms and Conditions dated September 1, 1995, included by reference. Copies of the General Terms and Conditions are available at the State Procurement Office, 1151 Punchbowl Street, Room 416, Honolulu, Hawaii 96813 or on the Internet at <http://www.state.hi.us>.

CONTRACT ADMINISTRATOR

For purpose of this contract, the following named individual or his duly authorized representative shall be designated the Contract Administrator: Mr. Glenn Nishimoto of Central Services Division, telephone number (808) 831-6741, facsimile (808) 831-6750.

BIDDER'S AUTHORITY TO BID

The State will not participate in determinations regarding a bidder's authority to sell this product. If there is question or doubt regarding a bidder's right or ability to obtain and sell a product, the bidder should resolve that question prior to submitting a bid. If a bidder offers a product that meets specifications and is acceptable and the price submitted is the lowest price bid, the contract will be awarded to that bidder.

BID PREPARATION

Offer Form, Page OF-1. Offeror is requested to submit its offer using offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on OFFER FORM, page OF-1. Failure to do so may delay proper execution of the contract.

Offeror's authorized signature shall be an original signature in ink. If OFFER FORM, page OF-1, is unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the offeror's intent to be bound.

Tax Liability. The following information is provided to assist vendors in determining their tax liability under this solicitation. For additional information and assistance, bidders may call the State of Hawaii Department of Taxation, telephone (800) 222-3229 or (808) 587-1455.

The "State of Hawaii Information on Hawaii State Taxes Administered by the Department of Taxation", Publication 1 (November 1993) is included herein.

Hawaii Vendors. A vendor doing business in the State of Hawaii, as evidenced by its Hawaii general excise tax (GET) license, is liable for the Hawaii GET, currently 4%, and applicable use tax, currently 1/2%, resulting from this solicitation.

BID PREPARATION (continued)

Out-of-State Vendors. If an out-of-state vendor does not possess a Hawaii GET license, but has "sufficient presence in Hawaii", then such vendor is advised that the gross receipts derived from this solicitation are subject to the GET imposed by Chapter 237, Hawaii Revised Statutes (HRS), at the current 4% rate, and the use tax imposed by Chapter 238, HRS, at the current 1/2% rate.

To determine whether an out-of-state vendor not possessing a Hawaii GET license has "sufficient presence in Hawaii" and therefore subject to the taxes, vendor shall complete and submit with their offer, the attached Tax Equalization Certificate. Failure to complete the certificate may result in rejection of the offer or application of the tax equalization provision.

Tax-Exempt Vendors. If an offeror is a person exempt by the HRS from paying the GET and use tax and therefore not liable for the taxes under this solicitation, offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

Tax Equalization Provision. For evaluation purposes, pursuant to §103-53.5, HRS, as amended, the price offer submitted by an offeror not liable for the GET and use tax under this solicitation, shall be increased by the current rates of the GET and the use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

Bid Quotation. Bid price shall be based on delivery to destination and shall include all applicable taxes, transportation charges and any other cost incurred in the performance of this contract. Bid price shall be the all inclusive cost to the State and no other charges will be honored.

Tax Clearance. An **original or certified copy** of a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS) must be submitted with offeror's sealed offer by the due date and time.

The tax clearances from DOTAX and IRS shall be obtained on the attached one-page, two-sided **Tax Clearance Application (Form A-6, Rev.1998)** which is accompanied by Instructions that offerors should carefully read. Effective March 1, 1998, only this revised Form A-6 will be accepted by DOTAX and IRS.

Out-of-state offerors should mail their application to DOTAX's Oahu District Office.

Effective 12/1/97 tax clearance certificates are valid for a **six-month** (not 180 day) period beginning on the later dated DOTAX or IRS approval stamp. For example, a 12/15/97 certificate is valid through 6/15/97.

The tax clearance submitted with the sealed offer must be valid on the solicitation's legal ad date or any date thereafter up to the offer due date. A valid tax clearance received with the offer will remain valid for the contract award.

BID PREPARATION (continued)

Tax Clearance. (continued)

For the purpose of this solicitation the State Procurement Office will accept the attached completed SPO Form TEMP B, "Certification for Tax Clearance" in place of the DOTAX Form A-6 (Rev.1998), if offeror is unable to obtain a tax clearance certificate in time for submittal with the sealed offer. However, the successful offeror is required to submit a tax clearance certificate prior to award.

NOTE: The above tax clearance requirement is in addition to the existing requirement for final payment. Refer to the special provisions on INVOICING below for information on the tax clearance requirement for final payment.

BRAND/MANUFACTURER'S NAME AND MODEL NUMBER

Bidders shall identify on page OF-2, the exact brand or manufacturer's name and exact product model number, order number or other identifier(s), of the product offered. Failure to do so or the inclusion of remarks such as "as specified" shall be sufficient grounds for rejection of the bid item. If additional space is needed to provide complete product identification, bidders may attach a separate sheet for that purpose. If any of the called for elements of product information are missing from the bidder's offer, the State will not be able to determine from the information given whether the product is acceptable or not.

No bidder will be allowed to clarify product identification after bid opening. This is to ensure that all bids are submitted under the same conditions with no opportunity for one bidder to have an advantage over any other bidder after exposure of offers.

Brand names specified herein set a standard of quality for products desired, but is not intended to restrict bidders to the brand specified. Other brands may be offered provided they are equal to or exceed the quality of the brands specified. Bidders who offer a brand as an "or equal" shall, upon request by the State Procurement Office, furnish the State with manufacturer's specifications literature and/or samples of the item(s) offered within two (2) working days after the request is made. Failure to comply may be cause for automatic rejection of the bidder's offer.

The State of Hawaii reserves the right to be the sole judge of the acceptability of the product offered and its decision will be final.

METHOD OF AWARD

To be considered for award, offeror shall bid on all item(s). Award, If made, will be to the responsive and responsible bidder submitting the lowest Total Sum Bid Price.

CONTRACT EXECUTION

For contract award totaling \$25,000 or more, the State shall forward a formal contract to the successful offeror for execution. The contract shall be signed by the successful vendor and returned within ten (10) calendar days after receipt by the vendor as specified on Section 3.3 of the General Terms and Conditions. No performance or payment bond is required.

PRODUCT QUALITY

The Resilient Floor Tile, Cove Base and Adhesives under these specifications shall be new, the best quality of its respective kind, and shall be free from defects which may render it unfit for use. Damaged or rejected items shall be immediately replaced with items of the quality required by these specifications.

Failure to replace any rejected items shall not relieve Contractor from the responsibility imposed upon him by the contract.

No payment, whether partial or final, shall be construed to be an acceptance of defective materials.

The State may, at any time by written order, stop any work or delivery of specific products not conforming to these specifications. Such stop order shall not relieve the Contractor of his obligation to complete his contract within the contract time limits, nor shall it in any way terminate, cancel or abrogate the contract or any part thereof.

WARRANTY

Product delivered shall be guaranteed by the Contractor for a minimum of ninety (90) after acceptance or as warranted by the manufacturer, against defects resulting from the use of defective or inferior materials or from negligent workmanship, or against all design and manufacturing defects.

Contractor shall replace any defective product at no cost to the State during the warranty period, provided such defects are not due to abuse or negligence on the part of the State.

DELIVERY AND ACCEPTANCE

The Resilient Floor Tile, Cove Base and Adhesives shall be delivered on or before June 30, 1998. Delivery shall be made to the address below; acceptance shall be made at destination.

Department of Accounting and General Services
Central Services Division]
729 Kakoi Street
Honolulu, Hawaii 96819

Attention: Glenn Nishimoto
Telephone: 831-6741

Prior to shipment the Contractor shall contact the appropriate State personnel to coordinate delivery. Upon delivery, the State will have a forklift available for the Contractor to use when offloading shipment.

DELIVERY EXTENSION

Contractor shall complete delivery within the time allowed in the contract. If the Contractor fails to deliver within the time allowed, liquidated damages as specified below shall apply. However, Contractor will not be held responsible for delay due to reasons beyond his/her control, reasons for such delay, as soon as practicable, and requests extension prior to the delivery deadline. Requests for extensions will not be considered without documents that clearly substantiates that the causes for delay were, in fact, beyond the control of the Contractor. Substantiating documents shall accompany the request and requests for extension will be denied without the documents, The State shall be the sole judge of whether such delay is truly beyond the control of the Contractor and whether extension will be granted.

LIQUIDATED DAMAGES

Refer to Section 6.12 of the General Terms and Conditions. Liquidated damages is fixed at the sum of TWENTY-FIVE DOLLARS (\$25.00) for each and every calendar day the Contractor delays in the completion of any item of his contract after the required date of said completion.

INVOICING

The **original and three (3) copies** of the invoice shall be submitted to the delivery address specified herein and shall reference the contract number assigned to the contract.

A tax clearance certificate must accompany the invoice for final payment and shall be an **original or certified copy**, not over two-months old.

PAYMENT

Section 103-10, HRS, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery and acceptance of goods to make payment. For this reason, the State will reject any bid submitted with a condition requiring payment within a shorter period. Further, the State will reject any bid submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS, as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

ADDITIONS AND EXCEPTIONS TO THE GENERAL TERMS AND CONDITIONS

Approvals. Any agreement arising out of this offer is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Cancellation of Solicitations and Rejection of Offers. The solicitation may be cancelled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in Sections 3-122-95 through 3-122-97, Hawaii Administrative Rules.

ADDITIONS AND EXCEPTIONS TO THE GENERAL TERMS AND CONDITIONS (continued)

Provisions from the General Terms and Conditions Not Applicable. Sections 2.11 and 2.14 of the General Terms and Conditions which apply specifically to the Request for Proposals method of source selection are not applicable to Invitation for Bids. Also Sections 2.10 and 2.13 which apply specifically to the Invitation for Bids method of source selection are not applicable to Requests for Proposals.

Records Retention. The Contractor and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for three (3) years from the date of final payment under the Agreement.

Preparation of Offer. General Terms and Conditions Section 2.5, paragraph four, is rescinded and replaced with the following:

"An offeror may submit only one offer in response to a solicitation. If an offeror submits more than one offer in response to a solicitation, then all such offers shall be rejected. Similarly, an offeror may submit only one offer for each line item (if any) of a solicitation. If an offeror submits more than one offer per line item, then all offers for that line item shall be rejected."

Preference for Hawaii Products. General Terms and Conditions Section 3.1(B), paragraphs one and two only are rescinded and replaced with the following: "A purchasing agency shall review all specifications in a bid or proposal for purchase from the Hawaii products list where these products are available; provided that the products: Meet the minimum specifications and the selling price f.o.b. jobsite; unloaded, including applicable general excise tax and use tax, does not exceed the lowest delivered price in Hawaii f.o.b. jobsite; and unloaded, including applicable general excise tax and use tax, does not exceed the lowest delivered price of a similar non-Hawaii product by more than: three per cent where class I Hawaii products are involved; five per cent where class II Hawaii products are involved; or ten per cent where class III Hawaii products are involved.

All persons submitting bids or proposals to claim Hawaii products preference shall designate in their bids which individual product and its price is to be supplied as a Hawaii product.

Where a bid or proposal contains both Hawaii and non-Hawaii products, then for the purpose of selecting the lowest bid or purchase price only, the price bid or offered for a Hawaii product item shall be decreased by subtracting therefrom: three per cent, five per cent, or ten per cent for the class I, class II, or class III Hawaii product items bid or offered, respectively. The lowest total bid or proposal, taking the preference into consideration, shall be awarded the contract unless the bid or offer provides for additional award criteria. The contract amount of any contract awarded, however, shall be the amount of the bid or price offered, exclusive of the preferences."

ADDITIONS AND EXCEPTIONS TO THE GENERAL TERMS AND CONDITIONS (continued)

Printing Preference. General Terms and Conditions Section 3.1(C), paragraphs one and two are rescinded and replaced with the following: "All bids or proposals submitted for a printing, binding, or stationery contract in which all work will be performed in-state, including all preparatory work, presswork, bindery work, and any other production-related work shall received a fifteen per cent preference for purposes of bid or proposal evaluation.

Where bids or proposals are for work performed in-state and out-of-state, then for the purpose of selecting the lowest bid or evaluating proposals submitted only, the amount bid or proposed for work performed out-of-state shall be increased by fifteen per cent. The lowest total offer, taking the preference into consideration, shall be awarded the contract unless the solicitation provides for additional award criteria. The contract amount awarded, however, shall be the amount of the price offered, exclusive of the preference."

Bond Forms. The bond forms, Exhibits B through H, are replaced by the forms issued by the Procurement Policy Board Directive No. 1997-01, dated November 12, 1997, included herein by reference and made a part hereof. Copies of the bond forms are available at the State Procurement Office, 1151 Punchbowl Street, Room 416, Honolulu, Hawaii 96813.